

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Thatcher Company

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Thatcher Company located at 1905 Fortune Road, Salt Lake City, UT 84104, beginning on May 14, 2021. OFCCP found that Thatcher Company failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 (VEVRAA) and their respective implementing regulations. OFCCP notified Thatcher Company of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on February 9, 2022.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Thatcher Company enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Thatcher's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Thatcher Company violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Thatcher Company's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Thatcher Company will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Thatcher Company of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Thatcher Company agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.

6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Thatcher Company submits its final progress report required in Section IV, below, unless OFCCP notifies Thatcher Company in writing before the expiration date that Thatcher Company has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Thatcher Company has met all of its obligations under the Agreement.
10. If Thatcher Company violates this Agreement:
  - a. The procedures at 41 CFR § 60-1.3 and 41 CFR § 60-300.63 will govern:
    - i. OFCCP will send Thatcher Company a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Thatcher Company shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Thatcher Company is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
    - iv. In the event of a breach of this Agreement by Thatcher Company, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
  - b. Thatcher Company may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR § 60-1.27 or 41 CFR § 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Thatcher Company does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### **III. Technical Violations and Remedies**

1. **VIOLATION 1:** During the period May 14, 2019 through August 31, 2021, Thatcher Company failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 CFR § 60–300.40(b). Accordingly, Thatcher Company failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR § 60–300.40–45.

**REMEDY 1:** Thatcher Company will prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment. The AAP will set forth Thatcher Company’s policies and procedures in accordance with 41 CFR § 300.40–45. This AAP may be integrated into or kept separate from other AAPs. Thatcher Company will review and update annually its AAP pursuant to 41 CFR § 60–300.40(c), and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR § 60–300.40–45.

2. **VIOLATION 2:** Thatcher Company failed to develop and maintain written E.O. 11246 AAP, as required by 41 CFR § 60-1.40.

**REMEDY 2:** Thatcher Company will develop and maintain a written E.O. 11246 AAP as required by 41 CFR § 60-1.40.

### **OFCCP Monitoring Period**

1. **Recordkeeping.** Thatcher Company agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Thatcher Company will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Thatcher Company Reports.** Thatcher Company agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on January 31, 2023 covering the period of January 1, 2022 through December 31, 2022.

A report of:

1. A copy of your E.O. 11246 AAP prepared in accordance with the requirements of 41 CFR § 60-1.240 and all its supporting documents.
2. A copy of your VEVRAA AAP prepared in accordance with the requirements of 41 CFR § 60-300.40 through 60-300.45 and all its supporting documents.
  - a. Results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans as described in 41 CFR § 60-300.44(f).
  - b. Documentation of the computations or comparisons described in 41 CFR § 60-300.44(k) for the immediately preceding AAP.
  - c. Documentation of the hiring benchmark adopted, including the methodology used to establish it if using the five factors described in 41 CFR § 60-300.45(b)(2).
  - d. Copies of reasonable accommodation policies and the procedures to request a reasonable accommodation. The documentation of any accommodation requests received and their resolution, if any.
  - e. Your most recent assessment of your personnel processes, as required by 41 CFR § 60-300.44(b), including a description of the review and any actions taken or changes made as a result of the assessment.
  - f. The most recent assessment of physical and mental qualifications, as required by 41 CFR § 60-300.44(c), including the schedule for the review and any actions taken or changes made as a result of the assessment.
  - g. Evidence that Thatcher had registered with the state to list their jobs and a report of the jobs that were listed with the state during the covered period.
  - h. A copy of a purchase order with the EEO clause.
  - i. A picture of the bulletin board with the required postings.
  - j. A copy of the document used to invite applicants to self-identify their veteran status.

- k. A copy of the applicant log which includes the name or applicant ID, race, gender, date of application, job title applied for, disposition, and veteran status.
  - l. A new hire report to include the name, race, gender, job title, job group, hire date, and veteran status.
- b. Progress Report 2: Due on July 1, 2023 covering the period of January 1, 2023 through June 30, 2023.

A report of:

1. The jobs listed with the state during the covered period.
2. A report of the outreach and recruitment activities conducted during the covered period to recruit veterans.
3. A copy of the applicant log which includes the name or applicant ID, race, gender, date of application, job title applied for, disposition, and veteran status.
4. A new hire report to include the name, race, gender, job title, job group, hire date, and veteran status.

Thatcher Company will submit reports to Lynda Sakseangvirat, District Director, via email at (b) (6), (b) (7)(C)@dol.gov with a copy to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) gov. Thatcher Company and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Thatcher Company provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Thatcher Company believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Thatcher Company will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Thatcher Company of the FOIA request and provide Thatcher Company an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Thatcher Company's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Thatcher Company in writing within sixty (60) days of the date of the final progress report that Thatcher Company has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Thatcher Company within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Thatcher Company has met all of its obligations under the Agreement.



#### IV. SIGNATURES

The person signing this Agreement on behalf of Thatcher Company personally warrants that he or she is fully authorized to do so, that Thatcher Company has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Thatcher Company.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Thatcher Company at 1950 Fortune Rd, Salt Lake City, UT 84104-3724.

(b) (7)(C), (b) (6)

Craig N. Thatcher  
CEO  
Thatcher Company  
1950 Fortune Rd.  
Salt Lake City, UT 84104-3724

DATE: 02/15/2022

(b) (7)(C), (b) (6)

Lynda Sakseangvirat  
District Director  
San Jose, Hawaii, and Guam Offices

DATE: 02/15/2022